

DDA Subject

ROUTING AND RECORD SHEET

SUBJECT: (Optional)

STAT

FROM:

EO/DDA
7D-18 Hqs.

EXTENSION

NO.

DDA 83-0235/20

STAT

DATE

6 July 1983

TO: (Officer designation, room number, and building)

DATE

OFFICER'S
INITIALS

COMMENTS: (Number each comment to show from whom to whom. Draw a line across column after each comment.)

RECEIVED

FORWARDED

1 D/OIS
1206 Ames

2.

3. D/Security
4E-60 Hqs.

4.

5. Chairman, SECOM
5E-25 Hqs.

6.

7. OGC
Attn:
7C-36 Hqs.

8.

9.

10.

11.

12.

13.

14.

15.

DD/A REGISTRY

FILE: 70-4

STAT

ROUTING AND TRANSMITTAL SLIP

Date

TO: (Name, office symbol, room number, building, Agency/Post)		Initials	Date
1. <i>EO/DOA</i>		<i>QW</i>	<i>6/7</i>
2.			
3.			
4.			
5.			

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

*Copy to D/ATS, OGC, SECOM
 & OS ?
 6 JUL 1983
 done
 yes pls*

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
	Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
 Prescribed by GSA
 FPMR (41 CFR) 101-11.206



DD/A Registry

83-0235/20

July 1, 1983

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

Dear Mr. Fitzwater:

I enclose a copy of my letter to the Attorney General requesting an enforceability review of two draft nondisclosure agreements intended to implement subparagraphs 1(a) and 1(b), respectively, of National Security Decision Directive 84. I also enclose the draft agreements.

Upon receiving the Attorney General's concurrence, I anticipate that an appropriate official of the National Security Council will transmit the draft forms to your department or agency head with instructions that any remaining objections be addressed through the NSC. When that process has been completed, I shall commence the printing and distribution of the forms through regular channels.

Sincerely,

STEVEN GARFINKEL
Director

Enclosures



July 1, 1983

Honorable William French Smith
Attorney General of the United States
United States Department of Justice
Tenth Street and Constitution Avenue, NW
Washington, DC 20530

Dear Mr. Attorney General:

In accordance with National Security Decision Directive 84, "Safeguarding National Security Information," I enclose two draft nondisclosure agreements for your determination of their enforceability in a civil action brought by the United States. The first, intended to implement subparagraph 1(a) of the Directive, is entitled "Classified Information Nondisclosure Agreement." The second, intended to implement subparagraph 1(b) of the Directive, is entitled "Sensitive Compartmented Information Nondisclosure Agreement."

Sincerely,

STEVEN GARFINKEL
Director

Enclosures

DRAFT

JUL 1 1983

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to classified information. As used in this Agreement, classified
4 information is information that is classified or classifiable under
5 the standards of Executive Order 12356, or any other Executive order
6 or statute that prohibits the unauthorized disclosure of information
7 in the interest of national security. I understand and accept that
8 by being granted access to classified information, special confidence
9 and trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of classified information,
3 including the procedures to be followed in ascertaining whether
4 other persons to whom I contemplate disclosing this information have
5 been approved for access to it, and I understand these procedures.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of classified information
3 by me could cause irreparable injury to the United States or be used
4 to advantage by a foreign nation. I hereby agree that I will never
5 divulge such information unless I have officially verified that
6 the recipient has been properly authorized by the United States
7 Government to receive it or I have been given prior written authorization
8 from the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me a security clearance
10 that such disclosure is permitted. I further understand that I am
11 obligated by law and regulation not to disclose any classified
12 information in an unauthorized fashion.

1 4. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances I may hold; removal
3 from any position of special confidence and trust requiring such
4 clearances; as well as the termination of my employment or other
5 relationships with the Departments or Agencies that granted my security
6 clearances. In addition, I have been advised that any unauthorized
7 disclosure of classified information by me may constitute violations
8 of United States criminal laws, including the provisions of Sections 641,
9 793, 794, 798, and 952, Title 18, United States Code, Section 783(b),
10 Title 50, United States Code, and the provisions of the Intelligence
11 Identities Protection Act of 1982. Nothing in this Agreement constitutes
12 a waiver by the United States of the right to prosecute me for any
13 statutory violation.

1 5. In addition, I hereby assign to the United States Government all
2 royalties, remunerations, and emoluments that have resulted, will
3 result or may result from any disclosure, publication, or revelation
4 not consistent with the terms of this Agreement.

DRAFT

67 1 1988

1 6. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but
3 not limited to, application for a court order prohibiting disclosure
4 of information in breach of this Agreement.

1 7. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials, which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the Department or Agency that last granted
10 me a security clearance. If I do not return such materials upon
11 request, I understand that this may be a violation of Section 793,
12 Title 18, United States Code, a United States criminal law.

1 8. Unless and until I am released in writing by an authorized
2 representative of the United States Government, I understand that
3 all conditions and obligations imposed upon me by this Agreement
4 apply during the time I am granted access to classified information,
5 and at all times thereafter.

1 9. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect.

1 10. I have read this Agreement carefully and my questions, if
2 any, have been answered to my satisfaction. I acknowledge that
3 the briefing officer has made available Sections 641, 793, 794, 798,
4 and 952 of Title 18, United States Code, Section 783(b) of Title 50,
5 United States Code, the Intelligence Identities Protection Act
6 of 1982, and Executive Order 12356, so that I may read them at this
7 time, if I so choose.

1 11. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

DRAFT

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a prior
- 3 condition of access to classified information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by what
- 4 authority such information is solicited, and what uses will be made
- 5 of the information. You are hereby advised that authority for
- 6 soliciting your Social-Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when it
- 8 is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.

DRAFT

JUL 1 1983

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to information known as Sensitive Compartmented Information
4 (SCI). I have been advised that SCI involves or derives from
5 intelligence sources or methods and is classified or classifiable
6 under the standards of Executive Order 12356 or other Executive
7 order or statute. I understand and accept that by being granted
8 access to SCI, special confidence and trust shall be placed in me by
9 the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of SCI, including the procedures
3 to be followed in ascertaining whether other persons to whom I
4 contemplate disclosing this information have been approved for
5 access to it, and I understand these procedures. I understand that
6 I may be required to sign subsequent agreements upon being granted
7 access to different categories of SCI. I further understand that
8 all my obligations under this Agreement continue to exist whether or
9 not I am required to sign such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of SCI by me could
3 cause irreparable injury to the United States or be used to advantage
4 by a foreign nation. I hereby agree that I will never divulge such
5 information unless I have officially verified that the recipient
6 has been properly authorized by the United States Government to
7 receive it or I have been given prior written authorization from
8 the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me either a security clearance
10 or an SCI access approval that such disclosure is permitted.

1 4. I further understand that I am obligated by law and regulation
2 not to disclose any classified information in an unauthorized fashion.
3 As used in this Agreement, classified information is information
4 that is classified under the standards of E.O. 12356, or any other
5 Executive order or statute that prohibits the unauthorized disclosure
6 of information in the interest of national security.

1 5. In consideration of being granted access to SCI and of being
2 assigned or retained in a position of special confidence and trust
3 requiring access to SCI and other classified information, I hereby
4 agree to submit for security review by the Department or Agency
5 that last granted me either a security clearance or an SCI access
6 approval all materials, including works of fiction, that I contemplate
7 disclosing to any person not authorized to have such information,

JUL 1 1983

8 or that I have prepared for public disclosure, which contain or
9 purport to contain:

- 10 (a) any SCI, any description of activities that produce or
- 11 relate to SCI, or any information derived from SCI;
- 12 (b) any classified information from intelligence reports
- 13 or estimates; or
- 14 (c) any information concerning intelligence activities,
- 15 sources or methods.

16 I understand and agree that my obligation to submit such information
17 and materials for review applies during the course of my access to
18 SCI and at all times thereafter. However, I am not required to
19 submit for review any such materials that exclusively contain
20 information lawfully obtained by me, and to be published, at a time
21 when I have no employment, contract or other relationship with the
22 United States Government.

1 6. I agree to make the submissions described in paragraph 5 prior
2 to discussing the information or materials with, or showing them to
3 anyone who is not authorized to have access to such information. I
4 further agree that I will not disclose such information or materials
5 unless I have officially verified that the recipient has been
6 properly authorized by the United States Government to receive it or
7 I have been given written authorization from the Department or
8 Agency that last granted me either a security clearance or an SCI
9 access approval that such disclosure is permitted.

1 7. I understand that the purpose of the review described in paragraph 5
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 5
4 set forth any SCI or other information that is subject to classification
5 under E.O. 12356 or other Executive order or statute that prohibits
6 the unauthorized disclosure of information in the interest of national
7 security. I further understand that the Department or Agency to
8 which I have submitted materials will act upon them, coordinating
9 with the Intelligence Community or other agencies when appropriate,
10 and substantively respond to me within 30 working days from date of
11 receipt.

1 8. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances and SCI access approvals
3 that I may hold; removal from any position of special confidence
4 and trust requiring such clearances or access approvals; as well
5 as the termination of my employment or other relationships with
6 the Departments or Agencies that granted my security clearances or
7 SCI access approvals. In addition, I have been advised that any
8 unauthorized disclosure of SCI or other classified information by me
9 may constitute violations of United States criminal laws, including
10 the provisions of Sections 641, 793, 794, 798, and 952, Title 18,

JUL 1 1983

11 United States Code, and of Section 783(b), Title 50, United States
12 Code, and the provisions of the Intelligence Identities Protection
13 Act of 1982. Nothing in this Agreement constitutes a waiver by
14 the United States of the right to prosecute me for any statutory
15 violation.

1 9. In addition, I hereby assign to the United States Government
2 all royalties, remunerations, and emoluments that have resulted,
3 will result, or may result from any disclosure, publication, or
4 revelation not consistent with the terms of this Agreement.

1 10. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement.

1 11. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the Department or Agency that last granted
10 me either a security clearance or an SCI access approval. If I do
11 not return such materials upon request, I understand that this may
12 be a violation of Section 793, Title 18, United States Code, a
13 United States criminal law.

1 12. Unless and until I am released in writing by an authorized
2 representative of the United States Government, I understand that
3 all conditions and obligations imposed upon me by this Agreement
4 apply during the time I am granted access to SCI and at all times
5 thereafter.

1 13. Each provision of this Agreement is severable. If a court should
2 find any provision of this Agreement to be unenforceable, all other
3 provisions of this Agreement shall remain in full force and effect.

1 14. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the
3 briefing officer has made available Sections 641, 793, 794, 798, and
4 952 of Title 18, United States Code, Section 783(b) of Title 50,
5 United States Code, the Intelligence Identities Protection Act of
6 1982, and Executive Order 12356 so that I may read them at this
7 time, if I so choose.

1 15. I make this Agreement without any mental reservation or purpose
2 of evasion.

JUL 1 1983

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a
- 3 prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

SECURITY BRIEFING ACKNOWLEDGEMENT

I hereby acknowledge that I was briefed on the following SCI Special Access Program(s):

(Special Access Programs by Initials Only)

Signature of Individual Briefed

Date Briefed

Printed or Typed Name

Social Security Number (See Notice Below)

Organization (Name and Address)

I certify that the above SCI access(es) were approved in accordance with relevant SCI procedures and that the briefing presented by me on the above date was also in accordance therewith.

Signature of Briefing Officer

Printed or Typed Name

Organization (Name and Address)

Social Security Number (See Notice Below)

JUL 1 1983

SECURITY DEBRIEFING ACKNOWLEDGEMENT

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the following SCI Special Access Program(s):

(Special Access Programs by Initials Only)

Signature of Individual Debriefed

Date Debriefed

Printed or Typed Name

Social Security Number (See Notice Below)

Organization (Name and Address)

I certify that the debriefing presented by me on the above date was in accordance with relevant SCI procedures.

Signature of Debriefing Officer

Printed or Typed Name

Organization (Name and Address)

Social Security Number (See Notice Below)

1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
2 agencies inform individuals, at the time information is solicited
3 from them, whether the disclosure is mandatory or voluntary, by
4 what authority such information is solicited, and what uses will
5 be made of the information. You are hereby advised that authority
6 for soliciting your Social Security Account Number (SSN) is Executive
7 Order 9397. Your SSN will be used to identify you precisely when
8 it is necessary to 1) certify that you have access to the information
9 indicated above, 2) determine that your access to the information
10 indicated has terminated, or 3) certify that you have witnessed
11 a briefing or debriefing. Although disclosure of your SSN is not
12 mandatory, your failure to do so may impede the processing of such
13 certifications or determinations.